draw a pen through spaces carelessly left in the body of the instrument. Further, the acceptor of a bill gives his acceptance on the faith of the drawer's credit, and as he would have the right to charge the drawer with the raised amount of a carelessly drawn bill, he should himself be liable to that extent to a *bona fide* purchaser. If it is a natural consequence of leaving blank spaces in a bill or note that the spaces will be fraudulently filled, it does not seem too much to say that any acceptor owes a duty to the public not to accept bills in that condition; and if the intervention of a felonious act is a natural consequence of so doing, it is hard to see how the fact that the act is felonious is important. If it were made a criminal offence for an agent to exceed his authority under specified circumstances, would that relieve the principal from all responsibility for the act, though within the apparent scope of the agent's authority?

SCOPE OF A DROVER'S PASS. — An interesting question is presented in *Gulf & C. & S. F. Ry.* v. *Cole*, 28 S. W. R. 391 (Texas), as to the liability of a railway when a connecting road refuses to honor a through drover's pass which has been issued as incident to a shipment of stock. By the contract of carriage in that case all liability for the stock ceased at the terminus of the first road, and the court held the liability on the "pass" to be not so limited. The Chief Justice maintains, in a vigorous dissenting opinion, that although by its terms the pass purported to carry the drover to the ultimate destination of the stock and return, yet it must be assimilated to the provisions of the main contract, which reduced the liability of the first carrier beyond its own terminus to that of a mere agent for the other roads. It would seem, however, that this view is founded upon a mistaken analogy. He argues that, in the case of baggage, the first carrier is not responsible for a loss not occurring on its own line; but there is the vital distinction between the two cases that there is no separate contract for the transportation of baggage. He also invoked the principle that *prima facie* a railroad is not a common carrier beyond its own line, and that in the transportation of goods something more than a mere through contract must be shown to hold it liable. Now while it is true that any notice printed on the back of a ticket, and referred to on its face, may be part of the contract (*Myrick* v. *M. C. Ry.*, 107 U. S. 102), and a drover's pass and the contract of carriage must in some ways be construed together (*Railway* v. *Curran*, 19 O. St. 1), yet in this case the drover's pass, which was on the back of the shipping contract, contained no limitation whatsoever. Liability for loss on the stock was carefully guarded against, but no reference was made to the drover beyond the promise to carry him to his destination on the connecting road. Under these circumstances, if the question had been as to holding the first company as carrier, and not as simple contractor, for an injury to the drover on the second road, a much more difficult case would have been presented, as the presumption would be against their having undertaken any such liability. *Harlan* v. *Ry.*, 114 Mass. 47; *Quimby* v. *Vanderbilt*, 17 N. Y. 306. But in the principal case the defendant had issued a pass for value, by which it contracted that the bearer should be carried on the connecting road. It follows that whether it be regarded as an agent, as in *Brooks* v. *Ry.*, 15 Mich. 332, or not, it is clearly liable when the pass is dishonored and the drover ejected from the train, as here. *Hudson* v. *Ry.*, 3 McCrary, 249.